



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss

COMMISSION ADJUDICATORY
DOCKET NO. 07-0004

IN THE MATTER
OF
JOSEPH REBELLO

DISPOSITION AGREEMENT

The State Ethics Commission and Joseph Rebello enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 16, 2006, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict-of-interest law, G.L. c. 268A, by Rebello. The Commission has concluded its inquiry and, on July 25, 2006, found reasonable cause to believe that Rebello violated G.L. c. 268A.

The Commission and Rebello now agree to the following findings of fact and conclusions of law.

Findings of Fact

1. Rebello served as the Monson police chief from February 1992 until July 2001.
2. During the time relevant, the Monson board of selectmen served as the police commissioners, with the responsibility of overseeing the police department.
3. In late 2000 or early 2001, Monson Selectman James Manning asked Chief Rebello if there were any extra police pistols and, if so, to issue him one for protection.
4. Ordinarily, the selectmen were not issued police pistols, regardless of their status as police commissioners.
5. Manning wanted the pistol because he was fearful of a suspended Monson police sergeant.
6. Rebello knew that Manning's primary concern was to protect himself from the suspended police sergeant.
7. Rather than require Manning to buy his own gun, Rebello agreed to give Manning a police pistol on the condition that Manning go through the firearm qualification training course that the Monson police officers attended.
8. One factor in Rebello's decision was Manning's position as a selectman.

9. Manning, who already had a gun permit, completed the course successfully.

10. Subsequently, Rebello issued the weapon to Manning.

11. Rebello never disclosed in writing to anyone that he had issued a police pistol to a selectman, one of his superiors.

12. There is nothing in the Monson town ordinances or the Massachusetts General Laws that explicitly authorizes a police chief to issue a police department pistol to a police commissioner.

Conclusions of Law

13. As the Monson police chief, Rebello was a municipal employee as that term is defined in G.L. c. 268A, § 1(g), and therefore subject to the conflict-of-interest law.

14. Section 23(b)(2) prohibits a municipal employee from, knowingly or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value not properly available to similarly situated individuals.

15. Rebello used his official position as the police chief in issuing a police pistol to Manning.

16. The police pistol was a public resource and an item of substantial value, valued at over \$50.

17. As a public resource, the police pistol should have been issued only for public purposes.

18. Rebello's giving Manning a pistol for Manning's personal use and purposes was an unwarranted privilege not properly available to similarly situated individuals.

19. Accordingly, Rebello violated § 23(b)(2) by knowingly or with reason to know using his official position to secure for Manning an unwarranted privilege of substantial value that was not properly available to similarly situated individuals.

Resolution

In view of the foregoing violations of G.L. c. 268A by Rebello, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Rebello:

- (1) that Rebello pay to the Commission the sum of \$1,000 as a civil penalty for violating G.L. c. 268A; and
- (2) that Rebello waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: January 31, 2007